



1507 21st Street, Suite 210
Sacramento, CA 95814
(916) 322-8481
www.scdd.ca.gov

Community Program Development Grant

Request for Proposal Application and Instructions Fiscal Year 2007-08 Cycle 30

Revised Proposal Deadline
5:00 p.m. Wednesday, March 28, 2007
No faxes or emails will be accepted

The application packet is available at:
www.scdd.ca.gov

**Please call or e-mail Dana Spear regarding any questions
regarding the application or the grant process:**
(916) 322-9573

dana.spear@scdd.ca.gov

Use of this e-mail for any other purpose than this grant application is not authorized by SCDD.

**REVISED
March 1, 2007**

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A. INTRODUCTION

The California State Council on Developmental Disabilities (SCDD) reviewed the Concept Papers from all applicants, and is requesting Community Program Development Grant (CPDG) full proposals/applications from selected applicants for the Cycle 30 (FY) 2007-08. The selected applicants and program titles were available on the internet at www.scdd.ca.gov on February 21, 2007.

Pursuant to the Developmental Disabilities Assistance and Bill of Rights Act (Public Law 106-402), the SCDD is responsible for all Federal Part B Funds appropriated to California. Portions of these funds are allocated to the CPDG Program. Approximately \$1.9 million may be awarded for funding through the CPDG Program in Cycle 30, Fiscal Year 2007-08. The purpose of the grant program is to provide resources necessary to initiate new programs/or replication projects that are creative, special, needed and innovative for people with developmental disabilities and their families.

1. Federal and State Law

The SCDD is a federally funded independent state agency established by federal and state law. Pursuant to the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (Public Law 106-402), financial assistance to the SCDD is provided to develop and implement a State Plan to support advocacy, capacity building, and systemic change activities that are consistent with promoting a consumer and family-based system of services, supports, and other assistance. The goal of the federal law is to enable people with developmental disabilities to achieve self-determination, independence, productivity, and community integration and inclusion.

Provisions in the State Lanterman Developmental Disabilities Services Act (Amended Statutes of 2002, Chapter 676) directs the SCDD to conduct activities related to meeting the Objectives of the State Plan, including activities to demonstrate new approaches to serving individuals with developmental disabilities that are a part of an overall strategy for systemic change.

2. Federal Funding

Federal law requires that the funds allotted to California “shall be used to pay for the federal share of the cost of carrying out projects in accordance with approved State Plans of services for individuals with developmental disabilities.”

A. INTRODUCTION continued

3. Community Program Development Grant (CPDG)

The CPDG program is the important vehicle used by SCDD to meet both the federal and state legal mandates as outlined above. The CPDG projects are the primary method of directly providing the resources needed to initiate new and innovative programs for Californians with developmental disabilities and their families.

Grants are awarded on an annual cycle, consistent with specific Areas of Emphasis outlined in the State Plan. Both the SCDD and grant recipients assert that the heart of this program is the ability to provide urgently needed services for individuals with developmental disabilities and their families that otherwise would not be available. An important component of the systemic changes and improvements resulting from these grants, besides the immediate funding that allows the creation or expansion of services, is the applicant's commitment to securing ongoing funding for their programs.

During the CPDG process, the role of the SCDD is to: ensure that all proposals are fairly and consistently reviewed and evaluated; comply with State and Federal laws and policies; provide assistance to applicants; and award grants to the highest ranked proposals based on available funding.

B. THE STATE PLAN – AREAS OF EMPHASIS

The State Plan defines critical current and emerging issues facing Californians with developmental disabilities and their families. The State Plan is developed with extensive community input and provides information to the Federal Administration on Developmental Disabilities on how SCDD will invest its resources.

C. INSTRUCTIONS FOR COMPLETING CPDG APPLICATION

1. In addition to the SCDD's emphasis on the grants as part of its overall systemic change, proposals must demonstrate an emphasis on achieving the stated outcomes. All applicants must be willing to share information on dissemination on their funded program/grant.

2. All grants funded during the 2007-2011 State Plan shall focus on Community Inclusion and Self-Determination.
3. All applicants will need to submit their proposal/application using the State Plan Objective as outlined in their approved Concept Paper.
4. The application packet (proposal) must be complete and meet all of the requirements set forth in the application guidelines.
5. Applicants are responsible for providing accurate, current, and complete information about their organization and proposed program/project.
6. All decisions regarding proposals that are ultimately funded are the sole responsibility of the SCDD. Therefore, submission of all required documentation must be submitted and completed in the manner outlined in this application packet.
7. The SCDD reserves the right to amend guidelines by addendum, but no later than ten days prior to the submission deadline date.

8. **Timelines and Submission Information**

Application Deadline.....by 5:00 p.m. on Wednesday, March 28, 2007
 Technical & Area Board Office Review.....March 28–April 13, 2007
 SCDD Grant Review Task Force Evaluation/Ranking.....April 13–27, 2007
 Council Action.....May 15-16, 2007
 Public Notice.....May 16, 2007
 Protest Period.....May 16–22, 2007
 Award Notification (pending completion of protest period).....June 15, 2007
 Anticipated Funding of Awarded Proposals to Begin.....October 2007

9. Any proposals received after Wednesday, March 28, 2007 regardless of the postmarked date, will be returned to the applicant, and will not proceed through the evaluation process.
10. The SCDD **does not accept faxing or e-mailing** of any documents pertaining to the completed application.

11. Two copy ready applications, including all the required documentation must be received by 5:00 p.m. on Wednesday, March 28, 2007 at:

Dana Spear
State Council on Developmental Disabilities
1507 21st Street, Suite 210
Sacramento, CA 95814

12. The proposals selected for funding will be at the sole discretion of the SCDD.
13. Prior to posting the "Notice of Intent to Award Contracts" and during the protest period all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the protest period ends, all proposals received will be regarded as public record. Any language purporting to render all or any portion of the proposals confidential shall be regarded, as non-effective and the proposal will be rejected.
14. SCDD staff will not provide written or oral debriefings to unsuccessful applicants.

D. Funding of Projects

- a. The funding of projects is contingent on the SCDD's receipt of sufficient federal funds. After the announcement of a grant award, changes in the level of federal appropriations received by the SCDD may result in the reduction of funds or withdrawal of some or all funded proposals. The SCDD assumes no responsibility for costs incurred by the applicant for the completion or submission of a proposal.
- b. The SCDD reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified entity, or to modify or cancel, in part, or in its entirety, these guidelines if it is in the best interest of SCDD to do so.
- c. The SCDD may reduce the allocation request in any proposal. If the proposal amount is reduced, the applicant will be asked if they would like to proceed with the process. If applicant wishes to proceed, a revised budget will be required with the new allocation amount.
- d. Successful grantees will submit all invoices in arrears. Prior to executing the contract, successful applicants must be able to provide assurances that they are financially able to meet expenditures until approved reimbursement is received.

E. Format Requirements

Please complete the forms listed on the SCDD website.

The SCDD strongly encourages applicants submitting proposals to be accurate, brief, and clear in the presentation of their proposal/ideas

F. ATTACHMENTS

Attachments must follow application packet, all attachments are to be numbered and in the sequential order listed below.

A1. Provide a **continuation of funding letter(s) or verification.**

A2. Letters of Support

Attach a minimum of three letters of support; the letters must be from three different entities. Applicants are urged to obtain letters of support from any collaborators working on the project and their local regional center offices. Each letter shall identify the company/individual's name, address and state the contact person with the telephone number.

All letters must be dated after February 22, 2007; the release of the Request for Proposal. At least one letter of support must be from an entity with recognized expertise in the objective area identified in the proposal.

The individuals writing the letters of support must state in their letter that:

A2a. The proposal has been reviewed;

A2b. State your familiarity of the applicant; and

A2c. The need for the services outlined in the proposal.

Letters of support received from **entities that will financially benefit** from the **grant funding of this project shall not** be counted toward the **required three letters of support.**

Please note: As the funding source, SCDD Council Members, State Department that have appointed Members who serve on the Council, Council Headquarters' and Area Board staff are ineligible to write **Letters of Support.**

A3. Organizational Chart

Provide an organizational chart for the proposed program only. List the names and positions of the personnel listed in your budget. The organizational chart does not need to include the entire agency or institution;

A4. Curricula Vitae, Duty Statement, Current Licenses and Credentials

Where available, provide Curricula Vitae for each staff person working of the proposal; if Personnel Staff has not been hired yet, provide duty statements.

A5. Previous grants/awards

List all grants/awards received from other entities in the last two years that benefit individuals with developmental disabilities. This should include the name of project, the funding source, contact person, telephone number and the amount of the grant/award.

G. TECHNICAL REVIEW AND AREA BOARD OFFICE REVIEW

The purpose of the Technical Review process is to determine: 1) Whether the proposal meets the requirements as outlined in the application packet and determine if the proposal scores high enough to be referred to the local Area Board;

2) The Area Board Office Needs Assessment is to determine if the services being proposed in the proposal is currently needed in the catchment area where the services will be provided.

Criteria for Technical Review

A scoring system will be used during the Technical Review process. A maximum total of fifty-(50) points will be awarded based on:

- Proposals submitted must meet the State Plan – Area(s) of Emphasis that was outlined in the Concept Paper selected by the Planning and Program Committee Members
- Proposals submitted must serve individuals who meet the federal and/or state definitions of developmental disabilities. (Refer to Section J, Glossary of Terms, for definitions)
- Proposals submitted must be consistent with all applicable federal, state, and local government laws and regulations
- Proposals submitted must follow the formatting instructions
- Proposals submitted must have the correct forms from the Cycle 30 application packet
- All required attachments are in the required order
- SCDD may reject any proposal as non-responsive if it is conditional, incomplete, and/or contains irregularities.

The proposal must score a minimum score of 30 points to proceed to the Area Board Office review and the Program Evaluation process.

SCDD may waive any immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the guideline documents or excuse the applicant from full compliance with the contract requirements if the applicant is selected for funding.

Any of the following fatal mistakes will result in rejection of the proposal during the technical review process:

- 1) Proposal only has three letters of support, and one letter is ineligible; (e.g. dated before February 20, 2007. Entities writing the letter will benefit financially from the proposal if funded)**
- 2) Proposal is missing any of the forms;**
- 3) Proposal used the incorrect forms or forms omitted required information;**
- 4) Proposal is received after the deadline of 5:00 p.m., March 28, 2007;**
- 5) Proposal includes state employees, or past state employee working on project (see guidelines for state employees); and/or**
- 6) Required elements of the application are faxed or e-mailed to the SCDD office.**

Area Board Office Review

The SCDD Deputy Director for Area Board Operations will oversee the Area Board Office review process. A maximum of 15 points will be awarded based on the need for the service/supports in the Area Board Office's catchment area.

H. PROGRAM EVALUATION AND SELECTION PROCESS

1. Overall Program Evaluation

- Proposals that scored 30 points and above in the Technical Review will be eligible for the Area Board Office Review and Program Evaluation review.
- Each eligible proposal will be scored as followed: A maximum of 50 points for the technical review process, a maximum of 15 points from the Area Board Office, and a maximum of 100 points from each member of the Program Evaluation Taskforce.

2. Criteria for Program Evaluation

A scoring system will be used during the Program Evaluation process to rank proposals. A maximum total of 100 points per reviewer will be awarded based on the following criteria:

- Demonstrates how the proposal will achieve self-determination and community inclusion in the selected area(s) of emphasis. (20 points)
- Demonstrates how proposed project will reach and serve underserved populations (10)
- Extent to which the applicant has experience, knowledge, and demonstrates the ability to accomplish what is being proposed; (10)
- Demonstrates sound methodology with appropriate timeframe for meeting project goals and objectives. Has a timely and reasonable work plan for meeting goals and objectives; (10)
- Demonstrates in measurable outcomes the impact on the target population, with priority given to those proposals designed to achieve a final outcome (i.e. hired in jobs of choice vs. training about employment; renting/owning homes of choice vs. training about housing; etc.); (10)
- Extent to which the proposal demonstrates evidence of interagency collaboration, how the proposal will be integrated with services in the existing service system; (10)
- Extent to which the budget is reasonable and appropriate for accomplishing the objectives of the proposal; (10)
- Extent to which the proposal identifies continuation of funding source(s); (10) and
- Extent to which the reviewer determines that the proposal should be funded in relation to the strength of the other applicants. (10)

3. Conflict of Interest Statement

The Conflict of Interest Statement, includes a formal recusal policy for individual reviewer to exclude himself/herself from all discussions and scoring of any proposal that presents a conflict of interest. If a conflict of interest is found to exist for any of the Community Program Development Grant Taskforce Members, the total points scored by the remaining members will be averaged, and the averaged score will be added to the total score.

I. Notice of Intent to Award Contracts and Protest Period

A “Notice of Intent to Award Contracts” will be posted May 16 - 22, 2007, at www.scdd.ca.gov and the Council’s Headquarters Office located at 1507 21st Street, Suite 210, Sacramento, California 95814. If you would like a copy of the “Notice of Intent to Award Contracts,” please call (916) 322-8481.

A written protest may be filed with the Executive Director of SCDD during the period May 16-22, 2007. The protest letter must be received at the SCDD Headquarters’ office before 5:00 p.m. on May 22, 2007.

The written protest must outline specifically what the applicant is protesting and why the protest is being filed. Protests are limited to those instances where SCDD did not follow the Instructions as specified in the Community Program Development Grant application packet.

J. ALLOWABLE AND NON-ALLOWABLE CPDG GRANT COSTS

The purpose of the CPDG program is to provide resources necessary to initiate new programs that are creative, special, needed and innovative for people with developmental disabilities and their families. These funds may not be used to purchase goods or services for which another funding source is available, or to supplant existing funding. Proposal budgets should include all necessary expenses for the applicant to complete their project/program.

Each line item in the budget will be reviewed by the SCDD to determine whether it is allowable and reasonable. SCDD reserves the right to request a revised budget. The following list contains examples of allowable and non-allowable CPDG contract expenditures.

1. Funds cannot be used to purchase real property.
2. Funds cannot be used to purchase childcare vouchers.
3. Funds may be used to modify facilities to meet fire and life safety requirements of the Fire Marshall and/or the local licensing agency. The applicant will be required to submit three bids for any facility modifications.
4. Rent for an office and/or facility is a reimbursable expense, as long as staff funded through the grant is working from the office/facility. The rent should not exceed the rental rates for an equivalent size facility in the geographical area.
5. Any equipment purchased from funds under the terms of this contract is the property of the State Council on Developmental Disabilities. For purposes of CPDG, equipment is considered any item purchased by the contractor that has a unit acquisition cost of at least \$1,000 or a normal useful life of at least three years. The contract must include a detailed inventory of any equipment purchased with CPDG funds. The contractor shall provide a final project equipment inventory to the SCDD. This inventory list must accompany the project's final progress report and is due within 45 days of the end of the contract.
6. A written request to purchase equipment is required by the contractor prior to reimbursement for any articles, supplies or equipment exceeding \$1,000.00 in cost. A written justification request, including the purpose for the purchase and reasonableness of the cost is required prior to authorizing purchases.

7. Equipment may be leased; however, it may not be leased with an option to purchase. The contractor shall provide SCDD with copies of lease agreements for equipment leased during the contract period.
8. Examples of equipment that may not be purchased or purchased only with prior approval include:
 - Motor vehicles may not be purchased. They may be leased during the contract period.
 - Computers may only be purchased with prior approval from the SCDD.
 - Fax machines, VCR, camcorders, and digital cameras may only be purchased with prior approval.
 - Copy machines may not be purchased. However, they may be leased during the contract period.
 - Wall-to-wall carpeting is non-allowable. However, area rugs may be purchased.
 - Any equipment item that is attached to a facility or vehicle, which cannot be removed in usable condition of the facility or vehicle ease to serve persons with developmental disabilities.
 - As a general rule, it can be assumed that equipment with a value under \$500 will be amortized and no longer property of the State after three years. For purposes of CPDG, equipment item costs must be considered in terms of the end usable product, e.g., a bed is considered the sum of the cost of the mattress, box springs and frame. Applicants should contact the SCDD on specific issues concerning items over \$500.
9. Funds cannot be used for modifications that are solely aesthetic in nature or are not necessary to meet fire and life safety requirements.
10. Any reimbursement for necessary travel expenses and per diem shall be at rates set in accordance with allowable state guidelines and per diem and mileage rates. **Travel outside the State of California shall not be reimbursed.**
11. CPDG funds shall not be used to purchase food for participants at CPDG sponsored conferences, trainings, seminars or workshops. Consultants' rates must conform to 1) the Schedule of Maximum Allowances for positions covered by that schedule; 2) comparable state civil service positions; or if the above are not applicable, 3) to the going rate for similar work outside state service.
12. Start-up costs are typically used for costs incurred prior to consumers receiving services. Such costs may include licensing and training costs, rent, furnishings, and salaries during start-up, or utility deposits.

13. Transition costs include the cost of operating the program and starting when the first consumer is served and ending when the contract period is over and/or after any third-party reimbursements are made (e.g., Medi-Cal, Regional Center). Transition costs must conform to existing rates.
14. Costs related to disseminating information about project outcomes can only be included in the funding request if this expense is to be incurred during the term of the contract period.
15. No staff person can be committed to more than 100% of that person's time. The SCDD reserves the right to verify and determine reasonableness of staff time committed to other jobs/projects.

K. CPDG/STATE CONTRACTING REQUIREMENTS/PROVISIONS

This section contains standard agreement language that pertain to services and budgetary/payment provision requirements in the CPDG contract. Provisions in the contract are subject to change.

1. **Scope of Work** - Contractor agrees to do the following:
 - a. Provide the SCDD with the services as described in the proposal submitted.
 - b. Work and cooperate with the SCDD on dissemination/project replication.
 - c. Monitor and report all fiscal expenditures and program activities to ensure contract compliance.
2. **Budget Detail and Payment Provision**
 - a. Invoicing and Payment - The maximum amount payable under this agreement shall not exceed the amount awarded by the SCDD. The contract language shall include the contract amount, the services that will be provided, and the dates the contract's beginning and ending dates.
 - b. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), and progress and outcome report(s) for the period covered, SCDD agrees to reimburse the Contractor for said services in accordance with Exhibit ___, Attachment ___, Budget.
 - c. Reimbursement for necessary travel expenses shall be made from funds within this contract and shall not exceed those applicable to excluded state employees under the current Department of Personnel Administration Regulation (DPA 599.619). The Contractor agrees to certify and maintain the documents substantiating travel and per diem expenses for a period of three years after final payment of this contract. No travel outside the State of California by Contractor shall be reimbursed.
 - d. Invoices shall be submitted on the Invoice Form provided by SCDD. All invoices must be submitted with a progress report. Invoices shall be submitted not more frequently than monthly or quarterly in arrears to:

Dana Spear
California State Council on Developmental Disabilities
Community Program Development Grant
1507 21st Street, Suite 210
Sacramento, CA 95814

- e. Progress reports should also be submitted to the local Area Board Office(s) and Regional Center(s) using Community Program Development Grant (CPDG) Reporting forms. Progress reports must be current for SCDD to process an invoice. SCDD will not process the final invoice until all Progress and Outcome reports, and items/products listed in the contract have been received by the SCDD.

3. State Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, SCDD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this contract and Contractor shall not be obligated to perform any provisions of this contract.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, SCDD shall have the option to either cancel this contract with no liability occurring to SCDD, or offer a contract amendment to Contractor to reflect the reduced amount.

4. Contracts with Federal Funds

- a. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
- b. This contract is valid and enforceable only if the United States Government makes sufficient funds available to SCDD, for the term of this contract and for the purposes of this proposal. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- d. By notification in writing, either party has the option to void the contract under the 30-day cancellation clause or amend the contract to reflect any reduction of funds.

5. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. Review

SCDD or acting agent reserves the right to review service levels and billing procedures as they impact charges against this contract.

7. Final Billing

Final billing, reports, and products for services must be received by SCDD within 45 days following the end of the contract.

8. Funding Source

Contractor agrees it shall not bill any other funding source for services provided to consumers that are funded under this contract.

9. Contract Budget Changes

Contractor shall request in writing to SCDD all proposed transfers between individual line items and additions or deletions of line items. Such requests shall contain an explanation of the need for the change, identification of the line items to be changed and a revised Budget. Any changes cannot be made prior to SCDD written approval. SCDD reserves the right to deny any request for line item transfers, additions or deletions. Contractor understands that in no event shall the maximum amount payable exceed the maximum amount specified in this contract. The program element of the contract is approved by the SCDD, any budget changes request that will change the program element will not be approved.

10. Equipment

All equipment of any kind purchased from funds provided under the terms of this contract is the property of SCDD. For the purpose of this contract, equipment is considered any item purchased by the vendor, which has a unit acquisition cost of at least \$500 or a normal useful life of at least three years. The contract must include a detailed inventory of any equipment purchased under this contract. The Contractor shall provide a final project equipment inventory to SCDD. This inventory list must accompany the project's final progress report. Prior written authorization is required for any articles, supplies or equipment exceeding \$5,000.00. A justification, and purchase order including the reasonableness of the cost, will be required prior to authorizing purchases exceeding \$5,000.00 or more.

11. Expenditure Restrictions

Notwithstanding any terms to the contrary, no provision of the contract shall be interpreted to authorize expenditures or reimbursements for items not strictly in conformance with appropriate state or federal guidelines.

Department of General Services requires that the SCDD provide "Exhibit C. General Terms and Conditions" language to be included as part of the Standard Agreement contract. Applicants must review this document to ensure that they will be able to comply with the requirements. The exhibit is available on the Internet at www.dgs.ca.gov/contracts and may be downloaded and printed for your files. If you do not have Internet capabilities, please contact the SCDD for a hard copy of the document.

Special Terms and Conditions

1. Dispute Provisions

If the Contractor disputes a decision of the Contract Manager regarding the performance of this contract or on other issues for which the Contract Manager is authorized by this contract to make a binding decision, Contractor shall provide written dispute notice to Contract Manager within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:

- a. The decision under dispute;
- b. The reason(s) Contractor disputes the decision of the Contract Manager (if applicable, reference pertinent contract provisions);

- c. Identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. The dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the SCDD Executive Director will examine the matter and issue a written decision to the Contractor within twenty (20) working days. The decision of the Executive Director shall contain the following information:
 - a. A description of the dispute;
 - b. A reference to pertinent contract provisions, if applicable;
 - c. A statement of the factual areas of agreement or disagreement;
 - d. Proposal a possible resolution to the dispute; and
 - e. Provide a final decision regarding the dispute.
3. The decision of the SCDD Executive Director shall be final unless, within thirty - (30) calendar days from the date of receipt of the SCDD Executive Director's decision, Contractor files with the California State Council on Developmental Disabilities a notice of appeal, in accordance with Title 1, California Code of Regulations, Section 251, et. Seq., and addressed to:

Attention: Executive Committee Chair
California State Council on Developmental Disabilities
1507 21st Street, Suite 210
Sacramento, CA 95814

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions. The decision of the SCDD or its designee shall be final.

4. Termination of Contract

This contract may be terminated with or/without cause by SCDD or the Contractor, upon providing a 30-day written notice to the other party. If the contract is terminated prior to completion any/all equipment purchased through this contract will be returned to SCDD.

5. Debarment and Suspension

For federally funded contracts in the amount of \$100,000 or more, the Contractor agrees to certify that he/she and their principals are not debarred or suspended from federal financial assistance programs and activities. Contractor agrees to sign and return to SCDD the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Transactions." If applicable, a copy of this form is being forwarded to the Contractor with this contract. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

6. Certification Regarding Lobbying

For contracts with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies that are receiving in excess of \$100,000 in federal funds from SCDD to perform services, the Contractor agrees to sign and submit to SCDD the 'Certification Regarding Lobbying' form with this contract. (Section 1352, Title 31 of the U.S. Code).

7. Patents and Copyrights

Contractor agrees that any and all products or any other object or deliverable produced under this contract are the property of SCDD. Reproduction of these products, objects, or deliverables cannot be made without the express written approval of SCDD. Credit for these deliverables will be acknowledged as follows: "This Product was made possible by the California State Council on Developmental Disabilities Grant Funds awarded to (insert provider's name) Copyright California State Council on Developmental Disabilities. All Rights Reserved." Anything produced pursuant to this contract that may be patented or copyrighted is the sole property of SCDD whether or not a patent or copyright is applied for or received by any other party or person.

8. Subcontractors

If Contractor proposes to subcontract any services required under this contract, Contractor shall submit any such proposal/MOU/contracts to the Contract Manager for review and written approval prior to initiation of the work by the subcontractor. Notwithstanding any subcontracting permitted by SCDD, Contractor shall be solely liable for any failure of performance required by this contract. All subcontractors shall be required by Contractor to meet or exceed any and all provisions of this contract.

9. Insurance Requirements

Prior to the contract approval, Contractor, other than a self insured public entity, shall furnish to SCDD, Certificate(s) of Insurance stating that there is liability insurance presently in effect covering all of Contract's activities under this contract as appropriate of not less than \$1,000,000 per occurrence. The Certificate of Insurance will provide that:

- a. **The insurer will not cancel the insured's coverage without thirty-days (30) prior written notice to SCDD, and**
- b. SCDD, the Federal Administration on Developmental Disabilities, its officers, employees, and agents are included as additional named insurers, but only insofar as the operations under this contract are concerned.
- c. Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least thirty (30) days prior to said expiration date a new Certificate of Insurance evidencing insurance coverage as provided herein for not less than one (1) year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, SCDD may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. Contractor expressly agrees that it shall carry all other forms of insurance as appropriate to its operations or as required by law, such as but not limited to Workers' Compensation Insurance.

10. Reporting Requirements

Contractor shall agree to the following reporting requirements:

- a. Submission of written monthly or quarterly progress reports, and billing invoices in a format provided by SCDD. These reports shall include, but not be limited to: whether the project is on schedule, address issues related to project operations and supervision, and afford opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly. SCDD reserves the right to withhold payment on invoices submitted until an acceptable report is received;
- b. Submission of a written final report in a format and manner prescribed by SCDD, within 45 days after contract completion or termination. This final report shall include but not be limited to a camera-ready or master copy of any materials covered under Item 7 developed in the performance of this contract and shall be comprehensive and include problems and solutions encountered during the contract term;
- c. Submission of other reports as may be required by SCDD; and
- d. Unless otherwise instructed by SCDD, Contractor shall submit a copy of the progress and final reports to SCDD, the local Area Board Office(s), and the local Regional Center(s).

11. Project Change

Contractor shall immediately notify SCDD when any part of the contract becomes inoperative or requires change(s). Contractor may submit a written request to SCDD for a change(s) in the project, but shall not implement any changes prior to written SCDD approval in accordance with this contract, state laws, federal laws, policies, and procedures including the approval of the Department of General Services if required. Such request shall include, but not be limited to, a complete justification and description of how the change(s) will affect the program as outlined in the contract and the intended outcomes. SCDD reserves the right to deny any such request for change(s). Under no circumstances can the budget changes exceed the total amount of the contract authorized by SCDD.

12. Placements

If applicable, Contractor agrees to accept appropriate placements, including those referred from state developmental centers or regional center.

13. Project Evaluation

Evaluation of the project shall be in accordance with procedures established by SCDD.

14. Software Certification

If applicable, Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

15. Priority Hiring Consideration

If contract is in excess of \$200,000 Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring veterans or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

L. RESTRICTIONS ON OUTSIDE EMPLOYMENT OF STATE EMPLOYEES

Current State Employees

No officer or employee in the state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored and/or funded by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of other officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods. (Public Contract Code 10411)

Former State Employees

No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she is engaged in any of the negotiations, transactions, planning, arrangements, or any part of decision-making relevant to the contract while employed in any capacity by any state agency or department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left state employment.

For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service. (Public Contract Code 10411)

Conflict with Present State Employees

A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee. (Government Code 19990)

M. GLOSSARY OF TERMS

Federal Definition of Developmental Disability – As specified in federal Public Law 100-146 means: a severe, chronic disability of a person that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age twenty-two;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitations in three or more of the following areas of major life activity: a) self-care, b) receptive and expressive language, c) learning, d) mobility, e) self-direction, f) capacity for independent living, and g) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong extended duration and are individually planned and coordinated. [42 U.S.C.6001(5)]

State Definition of Developmental Disability – Unlike the much broader federal functional definition, the State of California provides services to persons with developmental disabilities under a more narrowly defined categorical definition. California Welfare and Institutions Code Section 4512 defines developmental disability as:

"a disability which originates before an individual attains age 18, continues, or can be expected to continue, indefinitely, and constitutes a substantial disability for that individual. As defined by the Director of Developmental Services, in consultation with the Superintendent of Public Instruction, this term shall include mental retardation, cerebral palsy, epilepsy, and autism. This term shall also include disabling conditions found to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, but shall not include other handicapping conditions that are solely physical in nature."

The same Code Section defines substantial disability as "the existence of significant functional limitations in three or more of the following areas of major life activity, as determined by a regional center, and as appropriate to the age of the person: (1) Self-care; (2) Receptive and expressive language; (3) Learning; (4) Mobility (5) Self-direction; (6) Capacity for independent living; (7) Economic self-sufficiency. Any reassessment of substantial disability for purposes of continuing eligibility shall utilize the same criteria under which the individual was originally made eligible.

Fiscal Year 2007-08 – This period encompasses a 12-month federal funding period, beginning October 1, 2007 through September 30, 2008.

Measurable Outcomes – Those outcomes identified in the State Plan.

Federal Goals – A general statement of the intended project result, often taking the form of an impact measurement. A goal will not necessarily have dimensions of time or quantifiable outputs; rather, it is a description of what the organization hopes to accomplish through a particular project in order to positively affect persons with developmental disabilities and their families.

Per Diem rates – Lodging reimbursement ranges from \$84.00 to \$149.00 per night depending on the geographical area. Meal Reimbursement is: Dinner \$18.00, Lunch \$10.00, Breakfast \$6.00.

Innovative – The act or process of something new, new method, custom, creative, device, etc.; change in the way of doing things.

Replication – A program/project that the SCDD previously funded through the Community Program Development Grant process. The previous grantee will work with other applicants in different geographical areas of the state.

Self-Determination Activities - The term “self-determination activities” means activities that result in individuals with developmental disabilities, with appropriate assistance, having—

(A) the ability and opportunity to communicate and make personal decisions;

(B) the ability and opportunity to communicate choices and exercise control over the type and intensity of services, supports, and other assistance the individuals receive;

(C) the authority to control resources to obtain needed services, supports, and other assistance;

(D) opportunities to participate in, and contribute to, their communities; and

(E) support, including financial support, to advocate for themselves and others, to develop leadership skills, through training in self-advocacy, to participate in coalitions, to educate policymakers, and to play a role in the development of public policies that affect individuals with developmental disabilities.

Schedule of Maximum Allowances - Consultants’ rates must conform to (1) the Schedule of Maximum Allowances for positions covered by that schedule; (2) comparable state civil service positions; or if the above are not applicable, (3) to the going rate for similar work outside state service. If Option 3 is applicable, the amounts to be paid consultants depend upon the complexity and difficulty of the projects, the ongoing rate for similar work, and the qualifications and reputation of the individual(s) or firm being awarded the contract. Proposals submitted must state the rate of compensation to be paid to consultants. Rates paid to consultants under Option 3 must have prior written approval from SCDD. The rate shall be an hourly rate with a ceiling on the total project or contract amount.

Catchment Area – The geographic area where services will be provided.

Inclusion – The term “inclusion”, used with respect to individuals with developmental disabilities, means the acceptance and encouragement of the presence/participation of individuals with developmental disabilities, by individuals without disabilities, in social, educational, work, and community activities, that enables individuals with developmental disabilities to

(A) have friendships and relationships with individuals and families of their own choice;

(B) live in homes close to community resources, with regular contact with individuals without disabilities in their communities;

(C) enjoy full access to and active participation in the same community activities and types of employment as individuals without disabilities; and

(D) take full advantage of their integration into the same community resources as individuals without disabilities, living, learning, working, and enjoying life in regular contact with individuals without disabilities.

N. APPENDIX - Outcome Measures for Grant Cycle 30*

ALL Grantees will need to track the following information:

- CR01** Number of public policymakers educated about issues related to this topic/project
- CR02** Number of copies of products distributed to policymakers about issues related to this topic/project
- CR03** Number of members of the general public estimated to have been reached by this project
- QA07** People Trained in Systems Advocacy (in any Area of Emphasis)
 - A) Number of Self-Advocates
 - B) Number of Family Members
 - C) Number of Others (professionals, general public etc.)
- QA06** People Active in Systems Advocacy (in any Area of Emphasis)
 - A) Number of Self-Advocates
 - B) Number of Family Members
 - C) Number of Others (professionals, general public etc.)

In addition to the above measures, the following outcomes must be tracked and reported, based on the Area of Emphasis*:

Community Supports

- CS01** Individuals receive formal or informal community supports
- CS02** Dollars leveraged for formal or informal community supports
- CS05** People trained in formal/informal community supports
- CS08** Buildings or public accommodations become more accessible

Cross-Cutting

Those applying under CC1.1 will use the outcome measures listed in the “all grantees” section above

Employment

- EM01** Adults with jobs of their choice through Council efforts
- EM02** Dollars leveraged for employment projects/programs
- EM04** Businesses/Employers who employ adults with D.D.
- EM07** People trained in Employment

Homes

- HO01** Individuals have homes of their choice through Council efforts
- HO03** Dollars leveraged for housing
- HO06** Units of affordable, accessible housing made available
- HO08** People received training in housing

Health

- HE01** People have needed health services through Council efforts
- HE02** Dollars leveraged for health services
- HE03** Healthcare programs/policies improved
- HE05** People trained in health care services

Education and Early Intervention

ED01 Students have the education and support they need to reach their education goals through Council efforts

ED02 Infants and young children have services and supports needed to reach developmental goals through Council efforts

ED03 Students transitioned from school to community and jobs

ED04 Children transitioned from early intervention and pre-school to inclusive classrooms/schools

ED05 Dollars leveraged for education

ED06 Education programs/policies created/improved

ED07 Post-secondary institutions improved inclusive education

ED08 Schools improved IEP practices

ED10 People trained in inclusive education

ED12 Parents/guardians trained regarding child's educational rights

Recreation

RE01 People active in recreational activities through Council efforts

RE02 Dollars leveraged for recreation programs

RE03 Recreation programs or policies created or improved

RE05 People trained in recreation

RE06 People active in systems advocacy about recreation

RE07 People trained in systems advocacy about recreation

Quality Assurance

QA01 People benefiting from the Quality Assurance Efforts of SCDD (for these grants this means self-advocacy/leadership development)

QA02 Dollars leveraged for quality assurance programs

QA03 Quality Assurance programs/policies created/improved

QA05 People trained in quality assurance

QA08 People trained in leadership/self-advocacy/self-determination

QA09 People attained membership on public/private bodies/coalitions

Definitions:

“Dollars leveraged” means other (Non-CPDG) funds that you are able to obtain to implement the project and/or provide similar services. It could be additional funding received during the time of the grant, or dollars that will continue the services after the end of the grant.

“People Trained” means those trained to achieve the desired outcome in the project area. Exactly what type of training this is depends on the category of the project and who is being trained. In the case of the consumer it might include skills training, and in the case of the provider it might include training in how to successfully include individuals with developmental disabilities. If the training is about the topic but not specific to achieving the final result (a job, a home, health care services, etc.) do NOT use “people trained” but instead use QA07: trained in systems advocacy.

**Council staff will work with the successful grantees to identify which outcome measures are used based on the specific project. Some projects may require additional measures. The Council reserves the right to modify or add outcome measures.*